

Dylan P. Todd (NV Bar No. 10456)
 CLYDE & CO US LLP
 7251 W. Lake Mead Blvd., Suite 430
 Las Vegas, Nevada 89128
 Telephone: (725) 248-2900
 Facsimile: (725) 248-2907
 Email: dylan.todd@clydeco.us

Kevin R. Sutherland (Admitted *Pro Hac Vice*)
 Autumn E. Lewis (Admitted *Pro Hac Vice*)
 CLYDE & CO US LLP
 355 S. Grand Avenue, Suite 1400
 Los Angeles, California 90071
 Telephone: (213) 358-7600
 Facsimile: (213) 358-7650
 Email: kevin.sutherland@clydeco.us
 autumn.lewis@clydeco.us

Attorneys for Defendants,
 SIGNATURE FLIGHT SUPPORT LLC; SIGNATURE
 FLIGHT SUPPORT CORPORATION; SIGNATURE
 FLIGHT SUPPORT OF NEVADA, INC.

UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF NEVADA

STARR INDEMNITY AND
 LIABILITY COMPANY, dba STARR
 INSURANCE COMPANIES as
 Subrogee of GLF AIR, LLC., and 60-
 206, LLC,

Plaintiffs,

v.

SIGNATURE FLIGHT SUPPORT
 CORPORATION, a Nevada
 corporation; SIGNATURE FLIGHT
 SUPPORT, LLC, a Nevada limited
 liability company; SIGNATURE
 FLIGHT SUPPORT OF NEVADA,
 INC., a Nevada corporation; DOES I -
 X, inclusive, and ROE
 CORPORATIONS I – X, inclusive

Defendants.

Case No.: 2:22-cv-02011-LRH-CLB
 ORDER GRANTING JOINT
 STIPULATION TO CONTINUE
 SCHEDULING ORDER
 REGARDING BRIEFING
 SCHEDULE – FIRST REQUEST

Action Filed: January 31, 2022

The parties, through their respective counsel, hereby stipulate that good cause
 exists for the Court to modify the Scheduling Order and continue the briefing

CLYDE & CO LLP
 7251 W. Lake Mead Blvd., Suite 430
 Las Vegas, Nevada 89128
 Telephone: (725) 248-2900

1 schedule by sixty (60) days regarding the parties' cross Motions for Summary
 2 Judgment, as follows:

3 ***Background of Matter***

4 This matter involves an incident that occurred on or about May 18, 2019, at
 5 the Harry Reid International Airport, located in Las Vegas when employees of
 6 defendant Signature Flight Support LLC ("SFS"), a Fixed Base Operation ("FBO"),
 7 were towing a Citation 650 bearing Federal Aviation Administration ("FAA")
 8 Registration No. N820FJ ("Citation") when the wingtip of the Citation made contact
 9 with the 2000 Bombardier 60 Learjet, bearing FAA No. N448GL ("Aircraft"),
 10 causing damage to the baggage door ("Incident"). At the time of the Incident, the
 11 Aircraft was owned by 60-206, LLC and was insured by Starr Indemnity & Liability
 12 Company dba Starr Insurance Companies ("Starr").

13 Prior to the Incident, the Aircraft's pilot signed SFS's Landing Card while at
 14 SFS's FBO, which provided, in part, that "under no circumstances shall Signature
 15 be liable to the customer for indirect, consequential, special or exemplary damages,
 16 whether in contract or tort (including strict liability and negligence), such as, but not
 17 limited to, loss of revenue, loss of use or anticipated profits, diminution or loss of
 18 value, or costs associated with substitution or replacement aircraft." As a result of
 19 the Incident, Starr alleges that its insureds incurred \$61,277.21 to repair the Aircraft
 20 (the "Repair Damages") and \$279,413.23 of other damages for loss of use and rental
 21 aircraft expenses ("Other Damages"), all of which were paid by Starr pursuant to the
 22 insurance policy for the Aircraft. *See* Plaintiffs' Amended Complaint (ECF No. 1-2)
 23 at p. 3-4.

24 On November 7, 2022, the Court granted the Joint Stipulation for an Order
 25 Bifurcating Liability and Damages and Request for Amendment to Discovery and
 26 Scheduling Order. [ECF No. 40]. Pursuant to the stipulation, the parties agreed that
 27 they would like to "conduct limited discovery relevant to or reasonably calculated to
 28 lead to the discovery of admissible evidence regarding why the Aircraft could not be

CLYDE & CO LLP
 7251 W. Lake Mead Blvd., Suite 430
 Las Vegas, Nevada 89128
 Telephone: (725) 248-2900

1 flown, why repairs to the Aircraft took so long, the preparation and use of the
 2 Landing Card, facts regarding the pilot's execution of the Landing Card, and the
 3 enforceability of the terms of the Landing Card." *Id.*

4 This limited discovery necessarily requires information from third party
 5 individuals and companies that are not parties to the litigation and who are located
 6 in Florida. The Starr and SFS have been diligently working together in good faith to
 7 serve subpoenas duces tecum and subpoenas for depositions on these third parties,
 8 however, to date, no third party has produced documents and no third party has
 9 committed to a time and date for deposition. Because this discovery is necessary for
 10 the Motions for Summary Judgment, the parties agree that additional time is needed
 11 to attempt to informally resolve these discovery issues regarding the third parties
 12 and, if informal resolution is not possible, discovery motions may be required to
 13 compel the third-party discovery. Therefore, the parties agree that good cause exists
 14 to extend the briefing schedule by sixty (60) days.

15 ***Good Cause Exists for the Court to Continue the Briefing Schedule***

16 The parties hereby stipulate as follows:

17 WHEREAS, the Starr and SFS have been working together in good faith to
 18 obtain information that is exclusively in the possession, custody, and control of third
 19 parties to this litigation who are located in Florida;

20 WHEREAS, to date, the parties have been unable to obtain the necessary
 21 discovery from these third parties; and

22 WHEREAS, the parties agree that additional time is necessary in order to
 23 conduct the third-party discovery and, in the event court intervention is required, for
 24 an order compelling said discovery;

25 IT IS HEREBY STIPULATED by and between Starr and SFS to request that
 26 the Court continue the briefing schedule by sixty (60) days, as follows:

27 1. The deadline for the Starr and SFS to file cross motions for summary
 28 judgment shall be continued from April 28, 2023, to June 27, 2023;

2. The deadline for the parties to file their Oppositions to the cross Motions for Summary Judgment shall be continued from June 12, 2023, to August 11, 2023;

3. The deadline for the parties to file their Replies in support of cross Motions for Summary Judgment shall be continued from July 12, 2023, to September 11, 2023; and

4. All other provisions of the Joint Stipulation for an Order Bifurcating Liability and Damages and Request for Amendment to Discovery and Scheduling Order remain in effect.

IT IS SO STIPULATED.

Dated: March 17, 2023

CLYDE & CO US LLP

Bv: /s/Autumn E. Lewis
DYLAN P. TODD

-AND-

KEVIN R. SUTHERLAND
(Admitted *Pro Hac Vice*)
AUTUMN E. LEWIS
(Admitted *Pro Hac Vice*)

Attorneys For Defendants,
SIGNATURE FLIGHT SUPPORT LLC;
SIGNATURE FLIGHT SUPPORT
CORPORATION; SIGNATURE FLIGHT
SUPPORT OF NEVADA, INC.

Dated: March 15, 2023

GORDON REES SCULLY MANSUKHANI, LLP

Bv: /s/Stephen S. Kent¹
STEPHEN S. KENT
Attorneys For Plaintiffs
STARR INDEMNITY AND LIABILITY
COMPANY, DBA STARR INSURANCE
COMPANIES AS SUBROGEE OF GLF AIR,
LLC., AND 60-206, LLC

¹ Approval for use of e-signature received via e-mail on March 17, 2023.
10623020v1 4

ORDER

Consistent with the above, **IT IS HEREBY ORDERED** that the briefing schedule shall be extended by 60 days, as follows:

1. The deadline for Starr and SFS to file cross-motions for summary judgment shall be continued to **June 27, 2023**;
2. The deadline for the parties to file their oppositions to the cross-motions for summary judgment shall be continued to **August 11, 2023**;
3. The deadline for the parties to file their replies in support of cross-motions for summary judgment shall be continued to **September 11, 2023**; and
4. All other provisions of the Joint Stipulation for an Order Bifurcating Liability and Damages and Request for Amendment to Discovery and Scheduling Order remain in effect.

IT IS SO ORDERED.

DATED: March 20, 2023.


A handwritten signature in black ink, appearing to read 'Saldin', is written over a horizontal line.

UNITED STATES MAGISTRATE JUDGE

CLYDE & CO LLP
7251 W. Lake Mead Blvd., Suite 430
Las Vegas, Nevada 89128
Telephone: (725) 248-2900